

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re, MICHAEL S. KEARNEY STACEY L. KEARNEY, Debtors, CONSUMER PORTFOLIO SERVICES, INC, Movant, v. MICHAEL S. KEARNEY, STACEY L. KEARNEY, and KENNETH E WEST, Trustee, Respondents.	Bankruptcy No. 23-12685-amc Chapter 13
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Consumer Portfolio Solutions, Inc. (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Motion for Relief from the Automatic Stay (the “Motion”), representing as follows:

THE PARTIES

1. Respondent, Michael S. Kearney, and Stacey L. Kearney, (the “Debtors”) are adult individuals with a place of residence located at 472 Scott Drive, West Chester, Pa 19380.
2. Kenneth E. West, is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Movant seeks relief pursuant to 11 U.S.C. § 362(d) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

4. On or about September 8, 2023, the Debtors filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. On or about December 12, 2022, the Debtors purchased a 2017 Nissan Murano, VIN# 5N1AZ2MH3HN170501 (the “Vehicle”), pursuant to a Retail Installment Contract (the “Contract”) with the Movant, a true and correct copy of which is attached hereto as **Exhibit A**.

6. Movant has a secured interest in the Vehicle, as evidenced by the Certificate of Title attached hereto as **Exhibit B**.

7. The Contract requires monthly payments of \$628.56, which amounts are due on or before the 9th of each month.

8. As of the date of this Motion, the Debtors are in default of their payment obligations to Movant in the amount of \$2,513.59. The Debtors are currently due for the payment due on December 9, 2023.

9. The Debtors’ Chapter 13 Plan states that payments to Movant will be made outside the Plan.

10. The gross balance due on the Contract is \$27,182.81.

11. The N.A.D.A value for the 2017 Nissan Murano, VIN# 5N1AZ2MH3HN170501 is \$10,600.00. A true and correct copy of a printout showing that value is attached hereto as **Exhibit C**. Therefore, there is no equity in the collateral, the Debtors are still responsible for making monthly payments to Movant.

12. Movant is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because the Debtors have failed to make post-petition payments to Movant. 11 U.S.C. §362(d)(1).

WHEREFORE, Movant, Consumer Portfolio Solutions, Inc., respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d), granting Movant relief from stay with respect to the 2017 Nissan Murano, VIN# 5N1AZ2MH3HN170501.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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Dated: May 3, 2024